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*Attorneys for Defendant, Counterclaimant and Third-Party
Plaintiff*

WESTERN RESERVE LIFE ASSURANCE CO. OF OHIO

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

PAMELA STONEBREAKER, an
individual,

Plaintiff,

vs.

THE GUARDIAN LIFE INSURANCE
COMPANY OF AMERICA, a
corporation; WESTERN RESERVE LIFE
ASSURANCE COMPANY OF OHIO, a
corporation, UNION SECURITY
INSURANCE COMPANY, a corporation,
and DOES 1 through 100, inclusive,

Defendants.

...and all Counter and Cross Claims.

CASE NO. 3:11-cv-0797-WQH-WVG

[Deemed related to Case No. 3:11-cv-
00871-WGH-WVG.]

Hon. William Q. Hayes

**STIPULATED PROTECTIVE
ORDER**

[Filed Concurrently with [Proposed]
Order Approving Stipulated
Protective Order]

Originally San Diego County
Superior Court Case No. 37-2011-
00087721-CU-CO-CTL]

Action Filed: March 16, 2011

1 Subject to the approval of this Court, the parties hereby stipulate to the
2 following Protective Order:

3 1. **Definitions.**

4 For purposes of this Order, the following terms shall have the following
5 meanings:

- 6 a. "Document" shall include all materials, electronic information
7 and tangible things defined as broadly as permitted under FRCP
8 34;
- 9 b. "Pleadings" shall refer to all papers, motions, exhibits, etc., filed
10 with the Court;
- 11 c. "Party" or "Parties" shall mean the parties to this action, their
12 current and former officers, employees, agents, attorneys,
13 affiliates and subsidiaries;
- 14 d. "Confidential Information" shall mean and include information
15 within the scope of FRCP 26(c), or which is a trade secret,
16 proprietary, confidential commercial or business information, or
17 otherwise confidential or private. Confidential Information
18 includes, but is not limited to, Documents that are designated as
19 Confidential in accordance with this Order, information
20 contained within such Documents, and Documents, such as
21 Pleadings and discovery responses, that incorporate such
22 information.
- 23 e. "Receiving Party" shall mean a Party that receives Confidential
24 Information.

25 2. **Designating Protected Material.** All confidentiality designations
26 shall be made in good faith by the Parties at the time Documents are produced,
27 provided that the inadvertent failure to so designate does not constitute a waiver of
28 any right to make such a designation. The Parties may designate Documents as

1 confidential after such Documents have been produced, with the effect that such
2 Documents are thereafter subject to the protections of this Protective Order.
3 Documents designated "Confidential" shall be so marked by affixing the legend
4 "CONFIDENTIAL" or similar confidential designation on each page containing
5 any Confidential Information (or in the case of computer medium on the medium
6 and its label and/or cover) to which the designation applies.

7 3. **Basic Disclosure Principles.** Neither the Parties nor their counsel
8 shall permit disclosure of Confidential Information to anyone except as provided by
9 this Order, and only after the conditions stated in this Order have been met.

10 4. **Disclosure of Confidential Information.** Confidential Information
11 may not be disclosed to any person except:

- 12 a. Any Party;
- 13 b. Counsel for any Party, including their paralegals and clerical
14 staff, experts, consultants and in-house counsel;
- 15 c. Experts (whether consulting or testimonial) in this action to
16 whom disclosure is reasonably necessary to the conduct of this
17 action, provided that experts shall not have access to
18 Confidential Information without having first read,
19 acknowledged, and agreed to be bound by this Order by
20 executing the Declaration attached as Exhibit A;
- 21 d. The Court and its personnel;
- 22 e. Court reporters engaged for depositions, hearings or trial;
- 23 f. Witnesses in this action to the extent necessary for the conduct
24 of this litigation and who have first signed the Agreement to be
25 Bound by Protective Order attached as Exhibit A;
- 26 g. The author(s) or any recipient of the document or the original
27 source of the information in any document; and
28

h. Professional vendors that provide litigation support services (e.g. photocopying, videotaping, translating, preparing exhibits or demonstrations, etc.) and their employees who have first signed the Agreement to be Bound by Protective Order attached as Exhibit A.

5. **Use of Confidential Information Generally.** Confidential Information shall only be used for purposes of this action. The persons or entities identified in Paragraph 4, above, to whom Confidential Information is disclosed pursuant to this Order shall not make any copies of or use such Confidential Information for any purpose, whatsoever, except those related to this action.

6. **Designation of Deposition Testimony.** If in any deposition there is testimony about, or an exhibit containing, Confidential Information, the portions of the transcript involving Confidential Information shall be separately bound and such separately bound transcript shall prominently disclose that the transcript contains Confidential Information. Any such transcript shall be handled like any other Document that contains Confidential Information.

7. **Offering Materials into Evidence.** If in connection with any motion or other proceeding in this action, any Party intends to offer into evidence, reference, or attach as exhibits to any Pleading any Documents or other materials that would reveal or tend to reveal Confidential Information, such evidence shall be redacted to remove all Confidential Information that is not reasonably necessary for the Court to understand the purpose of the document as described in the Pleading and to effect the reasonable purpose of the offering Party in submitting the Document.

8. **Filing of Materials Containing Confidential Information.** When a Party intends to file with the Court, or otherwise introduce into evidence, any Documents, testimony, or any other material containing Confidential Information that cannot be redacted pursuant to paragraph 7, above, counsel for the filing or

1 offering Party shall notify counsel for all other Parties of such intent. Such
2 notifications shall be made within a reasonable time not less than two business days
3 before filing, such that any other Party has an opportunity to object to the necessity
4 of the disclosure of the document as presented and to work out an acceptable
5 alternative to the proposed disclosure. For *ex parte* applications or other filings
6 where two business days' notice is not practical or feasible, the filing Party shall
7 notify all other parties of its intent as soon as reasonably possible. The Parties shall
8 endeavor to reach agreement on any redactions or other methods which may be
9 available to permit the filing or introduction of the Confidential Information with
10 the Court, such that the evidentiary objectives of the offering party can be met
11 without disclosure of Confidential Information.

12 9. **Filing Under Seal.** Any Confidential Information filed with the Court
13 shall be filed in a sealed envelope bearing the designation "Confidential: Subject to
14 Protective Order." All filings under seal shall comply with the Electronic Case
15 Filing Administrative Policies and Procedures Manual of the United States District
16 Court for the Southern District of California and Local Rule 79.2.

17 No document shall be filed under seal unless counsel secures a court order
18 allowing the filing of a document under seal. An application to file a document
19 under seal shall be served on opposing counsel, and on the person or entity that has
20 custody and control of the document, if different from opposing counsel. If
21 opposing counsel, or the person or entity who has custody and control of the
22 document, wishes to oppose the application, he/she must contact the chambers of
23 the judge who will rule on the application, to notify the judge's staff that an
24 opposition to the application will be filed.

25 10. **Duration.** This Order shall continue to be binding throughout and
26 after the conclusion of this action, including any appeal thereof. This Order, as an
27 Agreement, shall remain in effect until all Confidential Information is returned to
28 the originating Party or destroyed, as provided below. Within thirty (30) days after

1 termination of this action by dismissal, final non-appealable judgment or otherwise,
2 each Party shall return to counsel for the originating Party all information
3 designated Confidential Information under this Order, including all copies, prints,
4 excerpts, and other reproductions of said information, however generated or
5 maintained. In the alternative, counsel for any Party receiving Confidential
6 Information may supervise the destruction of all Confidential Information,
7 including all copies, prints, excerpts, and other reproductions of said information,
8 however generated or maintained. Counsel shall then advise counsel for the
9 originating Party in writing that all Confidential Information, including all copies,
10 prints, excerpts, and other reproductions of said information, however generated or
11 maintained, have been destroyed or returned.

12 11. **Limiting Disclosure.** All reasonable efforts shall be made by counsel
13 of record to limit disclosure of Confidential Information to the minimum number of
14 persons necessary to conduct this action.

15 12. **Challenges to Confidential Designation.** In the event any Receiving
16 Party disagrees with any designation of confidentiality, such Party shall attempt to
17 resolve such dispute with the designating Party on an informal basis. If the dispute
18 is not resolved informally, the Receiving Party, by motion, may contest the
19 confidential designation. Pending resolution of the motion, the disputed material
20 will continue to be treated as confidential. If the Court determines that any
21 materials are not entitled to confidential treatment, confidentiality will nonetheless
22 be maintained for fifteen (15) days subsequent to the Court's decision unless the
23 Court, upon motion and for good reason shown, shall reduce or lengthen the time.

24 13. **Declassification.** The restrictions on disclosure and use of
25 Confidential Information set forth herein shall not continue to apply to information,
26 which, at the time of disclosure, or thereafter, becomes a part of the public domain
27 by publication or otherwise, other than a result of a wrongful act or failure to act on
28 the part of the party claiming this exclusion. However, the restrictions shall

1 continue to apply if such publication or other disclosure results from criminal,
2 tortious or otherwise unlawful acts or omissions. A party seeking to declassify
3 material designated as Confidential Information may move the Court for a ruling
4 that the material is not entitled to such status and protection.

5 14. **Right to Assert Other Objections.** This Order shall not be construed
6 as requiring the Parties to produce information or documents which are privileged
7 or otherwise protected from discovery by the Federal Rules of Civil Procedure.

8 15. **Use During Trial.** This Order is intended to govern the exchange and
9 use of materials, information and documents during discovery, trial preparation, and
10 post-trial proceedings. Questions regarding the use of Confidential Information
11 during the trial of this action, if any, will be addressed by the Court at a later time
12 prior to or during trial, after reasonable notice to the Parties.

13 16. **Subpoena or Order.** If a Party is served with a subpoena or an order
14 issued in other litigation or in any other context that would compel disclosure of
15 any Confidential Information, counsel for such Party must so notify counsel for the
16 originating Party in writing immediately, and in no event more than three court
17 days after receiving the subpoena or order. Counsel for such Party also must
18 inform in writing the party who caused such subpoena or order to issue that some or
19 all the material covered by the subpoena or order is the subject of this Protective
20 Order.

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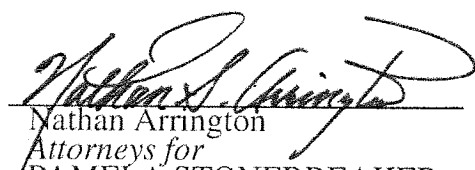
1 17. **Enforcement.** This Order and Agreement may be enforced by an
2 Order of specific performance, as well as any claim for damages. Nothing in this
3 Order abridges the right of any person to seek its modification by the Court in the
4 future.

5
6 Agreed to by:

7 Dated: July ____, 2011
8

9 LUCE FORWARD
10 NATHAN ARRINGTON

MACGUIRE WOODS LLP
SIDNEY KANAZAWA
PATRICIA VICTORY

11 By: 
12 Nathan Arrington
13 Attorneys for
14 PAMELA STONEBREAKER

By: _____
Sidney Kanazawa
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THE GUARDIAN LIFE
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AMERICA

15 SEDGWICK LLP
16 BRUCE CELEBREZZE
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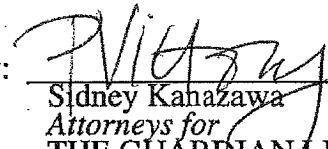
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7 Dated: July 20, 2011

8
9 LUCE FORWARD
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SIDNEY KANAZAWA
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12 By: _____
13 Nathan Arrington
14 *Attorneys for*
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was entered by the Court in the case of *Stonebreaker v. The Guardian Life
Insurance Company of America, et al.*, USDC SDCA Case No. 3:11-cv-0797-
WQH-WVG. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order. I solemnly promise that I will not disclose in any
manner any information or item that is subject to this Stipulated Protective Order to
any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the Court for the purpose of
enforcing the terms of this Stipulated Protective Order, even if such enforcement
proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

[printed name]

Signature: _____

[signature]

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CERTIFICATE OF SERVICE

I, Margaret Levy, certify that on August 4, 2011, I caused to be electronically filed a true and correct copy of the preceding

STIPULATED PROTECTIVE ORDER

with the Clerk of the Court using CM/ECF, which will send electronic notification of such filing to all other parties appearing on the docket sheet.

Executed at Los Angeles, California on August 4, 2011.

By: /s/ Margaret Levy
Margaret Levy
Manatt, Phelps & Phillips, LLP
Email: mlevy@manatt.com

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